

# RAJASTHAN URJA VIKAS NIGAM LIMITED

(CIN)-U40101RJ2015SGC048738

Regd Office-Shed No. 5/5, VidyutBhawan, Jaipur, Rajasthan  
Tele-0141-2744571 fax: 0141-2744347, se.pp.ruvn@rajasthan.gov.in

No. SE/PP/RUVNL/F. 2019-20/D. 506

Jaipur, Dated: 24.09.2019

Sub:- Banking arrangement.

Dear Sir,

In reference to the above subject, it is intimated that RUVNL is interested in banking arrangements as mentioned in annexure – I & II

It is requested to send the best proposal in favour of Chief Engineer (RUVNL), Jaipur for power swap arrangement as mentioned in annexure – I & II latest by **5:00 PM of 03.10.2019** positively. The offers suitable to RUVNL, with competitive trading margin and return percentage will be considered. The offer with proof of back to back arrangement for power swap arrangement is preferable.

Therefore, send the best proposal in hard copy in sealed envelope (e-mails will not be accepted) including EMD of Rs 2.0 Lacs in the form of BG in favour of Chief Engineer (RUVNL), Jaipur, initially valid up to 15.11.2019. Terms & conditions are enclosed.

**(A S Kamlanker)**  
**Superintending Engineer (PP)**

Copy to the following for information and n/a:-

1. The Managing Director, RUVNL, Jaipur.
2. The Chief Executive Officer, RUVNL, Jaipur
3. The Sr Accounts Officer (RUVNL), Jaipur.

**Superintending Engineer (PP)**

**Techno Commercial Terms and Conditions for Banking of Power**

1. Delivery point in either case shall be at regional periphery of exporting utility.
2. The banking arrangement shall be as per Annexure-II.
3. Open Access, Transmission Charges and Losses :  
All open access charges such as PoC injection charges, RLDC/SLDC application fees, RLDC operating charges and PoC injection losses up to the delivery point shall be borne by the exporting utility.

All open access charges such as PoC withdrawal charges, RLDC/SLDC application fees, RLDC operating charges and PoC withdrawal losses beyond the delivery point shall be borne by the importing utility.

In case of utility, the importing utility shall make the application to the nodal RLDC for scheduling of power and shall pay all open access charges before/beyond delivery point. However, the exporting utility shall reimburse the open access charges payable by it as mentioned above on submission of open access bills by importing utility.

4. Scheduling:  
The scheduling of this power by RUVNL as well as by trader/utility shall be in full except in case of Force Majeure. The Scheduling and Dispatch of the power shall be as per the relevant provisions of IEGC, CERC/SREC open access Regulations and framework of ABT and the decisions of RLDCs and RPCs.

The power shall be scheduled and dispatched as per the relevant provisions of Open Access in inter- State Transmission Regulations and Procedure for Reservation of Transmission Capacity to Short Term Open Access as amended from time to time.

5. Energy Accounting:
  - a) For the power transacted under this banking arrangement during the contracted period on month to month basis, trader shall provide a certified energy statement to RUVNL based on the REA issued by concerned RPC.
  - b) For the return power trader shall issue a certified energy statement based on the REA issued by concerned RPC.
  - c) Once all the transactions are complete, trader shall prepare a final energy account for RUVNL showing the supply and return of power in energy terms (MU's).
  - d) This banking arrangement shall be on purely energy to energy transaction basis. If RUVNL fails to return the returnable energy during a month owing to transmission constraints, the remaining energy for that month shall be returned by RUVNL in immediate succeeding month of the contracted return period or the return period as mutually agreed.

In case, RUVNL fails to return the returnable energy within the period mentioned above due to any reason whatsoever/default by RUVNL, any shortfall in the returnable energy shall be paid by RUVNL at the settlement rate of Rs. 3.60 per unit.

6. Trading Margin:

The bills of trading margin, if any shall be raised on the basis of provisional energy data downloaded from RLDC website for the energy at the delivery point. The bill for the period 1<sup>st</sup> to 8<sup>th</sup>, 9<sup>th</sup>, to 15<sup>th</sup>, 16<sup>th</sup> to 23<sup>rd</sup> and 24<sup>th</sup> to end of the month shall be raised on or after 9<sup>th</sup>, 16<sup>th</sup>, 24<sup>th</sup>, day and 1<sup>st</sup> week of the next month respectively. The due date for payment of bills of trading margin shall be within 7 working days of presentation of bill by fax excluding the day of presentation of bill. Last weekly bill will be raised on the basis of REA issued by RPC indicating energy supplied by you to RUVNL at delivery point after adjustment of trading margin already billed.

7. Payment:
  - a. The bills raised on account of trading margin shall be paid within 7 working days (Due date) of presentation of bill by hard copy/fax excluding the day of presentation of bill.
  - b. The bills raised on account of adjustment of energy shortfall shall be paid within 7 working days (Due date) of presentation of bill by hard copy/fax excluding the day of presentation of bill.
  - c. In case the 7<sup>th</sup> day is a Bank/Discom holiday, the next working day will be the due date.
8. Rebate:

A 2% rebate shall be applicable on all the payment, if the payment is made within 7 working days of presentation of bill by fax excluding the day of presentation of bill. However, no rebate shall be applicable on the Open Access bills.
9. Surcharge for Late Payment:

A Surcharge of 1.25% per month shall be charged for all the payments outstanding for more than 30 days from the date of presentation of bill by hard copy/ fax excluding the day of presentation. This surcharge shall be calculated on a day to day basis for each day of delay.
10. This offer shall become effective to the extent and for the period Open Access is granted by nodal NRLDC. If it becomes necessary to alter/ amend the same on account of corridor congestion/ change in scheduling procedure the same will also be made with mutual consent of both the parties.
11. In case of change in law or restriction imposed by Regulator (Central or State) or Government (Central or State) or Appellate Tribunal on any Court of Law on any aspect for sale or purchase of power, the same shall be binding on both the parties.
12. Force Majeure:

Any restriction imposed by NRLDC or respective SLDC on scheduling of power supply due to Transmission / Grid constraint shall be treated as Force Majeure without any liability on either side.
13. Revision of Schedule/Cancellation of open access  
In case of revision/cancellation of approved open access corridor, the party seeking such revision/cancellation shall bear all the open access charges applicable under open access Regulations from injection point till the point of drawl proportionate to the extent of shortfall of the approved open access corridor.
14. Dispute resolution Mechanism

Any matter or dispute or difference of whatsoever nature, howsoever arising under, out of or in connection with the Letter of Intent (collectively called 'Disputes') between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 days or such extended period as mutually agreed upon, then such Dispute shall be submitted for adjudication by the Regulatory Commission as provided under section 86 of the Electricity Act 2003 and the Regulatory Commission may either adjudicate itself or refer the matter for Arbitration."

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the Lol.

15. Invoices/notices duly acknowledged must be delivered to the address below:

Superintending Engineer (Billing), RUVNL,  
2<sup>nd</sup> Floor, 132 KV Substation Building,  
MNIT Campus, Malviya Nagar, Jaipur(Rajasthan)

16. All correspondence regarding scheduling of power may be made to "Superintending Engineer (Scheduling & Monitoring)". SE(S&M), RUVNL shall be the co-ordinating officer to perform and monitor all the activities under this banking arrangement.

(a) Name & Designation:- ShMukesh Chand Bansal ,SE(S&M)

Contact No:- 9413385837

(b) Sudheer Sharma, Assistant Engineer(S&M)

Contact No:- 9413359081.

17. EMD

EMD of Rs 2.0 Lacs in the form of BG in favour of Chief Engineer (RUVNL), Jaipur, valid up to 15.11.2019with one month claim period shall be furnished with offer. Successful trader(s) is/are required to extend the validity of BG up to 31.10.2020. Sr. AO (RUVNL) shall be coordinating officer for the refund of the EMD based on certification of SE (Billing), RUVNL, Jaipur after end of period of power supply to RUVNL.

Annexure II

Table I

RUVNL shall receive power as detailed below:-

| Quantum(MW) | Month  | Time slot         | Point of Delivery  |
|-------------|--|-------------------|--------------------|
| Up to 1000  | November-19<br>( w.e.f. 15 <sup>th</sup> day ) | 07:00 - 13:00 Hrs | Regional periphery |
| Up to 1000  | December-19                                    | 07:00 - 13:00 Hrs |                    |
| Up to 1000  | January-20                                     | 07:00 - 17:00 Hrs |                    |
| Up to 1000  | February-20                                    | 07:00 - 17:00 Hrs |                    |

Table II

RUVNL shall return the banked energy as detailed below: -

| Percentage of return to be quoted by trader/utility | Period of Return by RUVNL | Time period (Hrs.)  | Point of Delivery  |
|---|---------------------------|---|--------------------|
|   | April 2020 to August 2020 | (00:00 to 24:00 Hrs)<br>Uniformly distributed over the period | Regional periphery |

Trading Margin (if any) : ..... Paisa/ kWh will be charged from RUVNL for import of power from other utility.

Authorized Signatory  
(Seal)

Annexure-III

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the \_\_\_\_\_ (Insert name of the Bidder) submitting the Bid inter alia for purchase of power during the period \_\_\_\_\_ {Insert Period} on short term basis, in response to the RfP issued by Rajasthan UrjaVikas Nigam Limited vide NIT No \_\_\_\_\_ {Insert NIT No} and \_\_\_\_\_ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RfP, the \_\_\_\_\_ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Rajasthan UrjaVikas Nigam Limited (hereinafter referred to as "Procurer") at Jaipur forthwith on demand in writing from Rajasthan UrjaVikas Nigam Limited or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), on behalf of M/s \_\_\_\_\_ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the RUVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of RUVNL as under:

|                        |  |
|------------------------|--|
| Name of Account Holder | Rajasthan UrjaVikas Nigam Limited          |
| Branch Name            | SBI, Collectorate Branch, Banipark, Jaipur |
| IFS Code               | SBIN0031026                                |
| Account No.            | 61310230971                                |
| Pan No.                | AAHCR5957R                                 |

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our Guarantee shall remain in force until \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids). The Procurer shall be entitled to invoke this Guarantee until \_\_\_\_\_ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the RUVNL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the RUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), and it shall remain in force until \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids) with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_